

BARGAINING UNIT AGREEMENT

NEWTON WATERWORKS

AND

NEWTON WATERWORKS EMPLOYEE'S UNION

JULY 1, 2006 TO JUNE 30, 2009

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PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE – I

PREAMBLE

This Agreement is executed by the Newton WaterWorks, (hereinafter called "Employer") and the Newton WaterWorks Employees Union (hereinafter called "Union").

The Employer, the Union, and the Employee, recognize and declare the necessity for providing the most efficient and highest quality services for the citizens and water customers of the Newton WaterWorks.

The Employer, the Union, and employee further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of service of the Newton WaterWorks.

ARTICLE – II

DEFINITIONS

Sec. 1. A part-time employee is one who is hired for a period of 20 hours per week, or less. A part-time employee is not included within this bargaining unit and is not entitled to the benefits of this Agreement. It is further agreed that such part-time employees are not to be used to deny a regular employee of over-time work.

Sec. 2. A temporary employee is one who is hired for a period of 120 consecutive calendar days, or less. A temporary employee is not included within this bargaining unit and is not entitled to the benefits of the Agreement.

Sec. 3. A probationary employee is one who has not completed One Hundred Eighty (180) days of continuous service with the Employer. During probationary period, such employees may be terminated at the discretion of the Employer and the Employer may otherwise discipline, lay-off, or suspend such probationary employee for any just case.

Sec. 4. A regular employee is an employee who has completed the probationary period.

Sec. 5. Except where the context clearly indicates otherwise, the work "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Sec. 6. Act shall mean the Iowa Public Relations Act, as it may be amended from time to time.

ARTICLE – III

MAINTENANCE OF STANDARDS

Sec. 1. Both parties agree that the conditions of employment specifically to wages, hours, fringe benefits, performance, productivity and general working conditions shall be maintained at not less than the highest standards in effect at the effective date of this Agreement.

ARTICLE - IV

RECOGNITION

Sec. 1. The Employer recognizes the Union as the Sole and exclusive bargaining agent for those employees in the following described Unit as defined by the Iowa Public Employment Relations Board in Case No. 1236, to-wit:

Treatment Plant Operators, Servicemen, Water Meter Repairmen, Distribution Crew Members, Meter Readers.

ARTICLE - V

CHECK-OFF

Sec. 1. The Employer agrees to deduct Union membership dues for the Union in a specific dollar amount twice each month from the pay of those employees who individually request in writing such deduction be made. Authorizations delivered to the Employer at least Ten (10) days prior to the first day of the succeeding month shall become effective on the first day of said succeeding month. Any change in the Check-Off shall be requested by the individual in writing.

Sec. 2. Check-Off monies will be deducted from each pay check and shall be remitted to the Union within Ten (10) days after the deductions have been made.

Sec. 3. The Employer will not deduct dues beginning the first day of the month after which the employee is no longer a part of the bargaining unit. An employee may voluntarily cancel or revoke the authorization for Check-Off upon Thirty (30) days notice in writing to the Employer and to the Union.

Sec. 4. The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article and the Union and the employees agree that the Employer shall be saved harmless for deductions made in conformance with the written authorizations.

ARTICLE - VI

HOURS OF WORK AND OVERTIME

Sec. 1. The normal guaranteed work week for employees' who are on an hourly wage is Forty (40) hours per week, exclusive of unpaid lunch periods, or as modified pursuant to this Agreement.

Sec. 2. The normal guaranteed work week for employees who are on a monthly salary is Forty (40) hours per week, average over Fifty-two (52) weeks, exclusive of unpaid lunch periods.

Sec. 3. Eight consecutive hours of work, exclusive of the meal period, within the Twenty-four (24) hour period beginning at 12:01 A.M., shall constitute the normal work day for employees who are on an hourly wage, except as modified herein.

Sec. 4. All work in excess of Forty (40) hours per week or eight (8) hours per day performed by employees who are on an hourly wage shall be considered overtime, except as modified herein.

Sec. 5. All overtime work must be authorized by the management.

Sec. 6. Each employee shall be granted two (2) fifteen minute rest periods during each work day at times scheduled by the Employer. Employees will receive an unpaid meal period of one hour during each work day at times scheduled by the Employer. Water Treatment Plant operations shall be based on a straight through shift.

Sec. 7. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. The Employer shall give the Union as much advance notice as possible of any major change of working conditions. Excessive changing of regular working hours shall be subject to the grievance procedure.

Sec. 8. Overtime of employees on hourly wage will be compensated at the rate of one and one-half times the employee's regular hourly rate of pay, however, the employee may request compensatory time off based on one and one half hours off for each hour of overtime credit. The time off allowed must be taken at a time mutually agreeable to the employee and the supervisor.

Sec. 9. Anytime that an hourly employee is called to work outside his normal hours, he shall be paid a two hour minimum for the call-in. When more than one person is called to work on overtime, a three hour minimum shall be paid.

Sec. 10. A supervisor shall not perform work of the type customarily performed by employees within the bargaining unit except as follows:

- a. Instruction or training of employees
- b. In emergencies when employees are not readily available in time or sufficient numbers
- c. Duties which the supervisor performed prior to the making of this agreement
- d. Duties of an experimental or try-out nature, including but not limited to new equipment

Sec. 11. All service and distribution employees will be scheduled for "on call" duty. The employee will be paid \$10.00 for week nights and \$25.00 for week end days and holidays. Normally, the employee will be on call one week at a time, and approximately 10 weeks per year. The employee will be furnished a call pager and assigned a number where they can be reached. Should the employee get called in, then above overtime rules apply.

ARTICLE - VII

HOLIDAYS

Sec. 1. Subject to and in accordance with the provisions of the Article, all regular and probationary employees shall be granted holiday pay or a working day off for the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day (Nov. 11), Thanksgiving Day and the day after, and Christmas Day. Each employee shall take two floating holiday per year, to be taken at a time mutually agreeable to the employee and the supervisor, and the employee may not work such holiday.

Sec. 2. For shift employees, that is employees who work in a classification where it is required that there be employees on duty seven days per week, the holiday will begin at 12:00 A.M. on the observed day of the holiday and shall end twenty-four hours later.

Sec. 3 All employees shall be paid for eight (8) hours at their regular hourly rate of pay for observance of the above holidays. In addition, any employee who works on a holiday shall be paid at the overtime rate of time and one-half for hours worked to a maximum of eight (8) hours. Work in excess of eight hours will be at the combined rate of double time and one half. In no case will an employee be paid more than double time and one half for work performed on a holiday. Compensatory time off in lieu of the time and one half payment may be taken at a time mutually agreed to by the employee and the supervisor.

Sec. 4 If a holiday falls on a shift employee's regularly scheduled day off, that employee will receive one (1) working day off at a time mutually agreed to by the employee and supervisor, or shall be granted one (1) working day's pay at the employee's regular rate of pay.

Sec. 5 When one of the aforementioned holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as a holiday.

Sec. 6 In order to be eligible for receiving holiday pay or for obtaining a working day off, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday unless excused.

ARTICLE VIII

VACATION

Sec. 1. Subject to and in accordance with the provisions of this Article, paid vacations will be granted to employees after continuous service pursuant to the following schedule.

- a. An employee in the continuous service of the Employer for one (1) year or more as of the anniversary of his most recent date of hire shall be given eighty-eight (88) hours vacation with pay as his regular hourly rate.
- b. An employee in the continuous active service of the Employer for six (6) years or more as of the anniversary of his most recent date of hire shall be given one hundred twenty-eight (128) hours vacation with pay at his regular hourly rate.
- c. An employee in the continuous active service of the Employer for thirteen (13) years or more as of the anniversary of his most recent date of hire shall be given one hundred sixty-eight (168) hours vacation with pay at his regular hourly rate

- d. An employee in the continuous active service of the Employer after twenty (20) as of the anniversary of his most recent date of hire shall be given two hundred-eight (208) hours vacation with pay at his regular hourly rate.
- e. An employee in the continuous active service of the Employer after twenty-five(25) years as of his most recent date of hire shall be given two hundred sixteen(216) hours vacation with pay at the regular hourly rate.

Sec. 2 No employee shall be entitled to vacation pay in lieu of vacation. A regular employee whose services are terminated for a reason shall receive any vacation earned and not previously taken. Such vacation shall be taken before the employee is dropped from the payroll.

Sec. 3 An employee's request for vacation time must be made at least thirty (30) days in advance of the desired vacation time, unless waved by the supervisor. Vacations will, so far as possible, be granted at times most desired by the employees so long as they do not conflict with the Employer's operations, seniority prevailing.

Sec. 4 In the event that available vacation is not used by the end of the benefit year, the employee may carry unused vacation time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" of equal to two times the annual vacation amount, further vacation accrual will stop. When the employee uses paid vacation and brings the available amount below cap, vacation accrual will begin again.

Sec. 5 In the event a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

ARTICLE IX

LEAVE OF ABSENCE

Sec. 1 Sick Leave

- a. Sick leave shall be earned at the following rates, and accrue to the following maximum accumulations during the years of this Agreement.
 - 2 days/month 200 days accumulation
- b. The Employer reserves the right to require a physician's signature for an absence due to sickness.
- c. Accumulated sick leave may be used by female employees or absences necessitated by disabilities associated with pregnancy. Female employees, who do not have sufficient accumulated sick leave to cover absences due to pregnancy, shall be entitled to unpaid leave of absence on the same basis as other employees.
- d. Sick leave will not be paid to an employee who is injured while gainfully employed on non-city work.
- e. Paid sick leave can be used in minimum increments of one-half hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

F. No employee is entitled to any compensation for unused sick leave time. Termination of service shall terminate any and all obligation on the WaterWorks in connection with unused sick leave time.

G. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible, but in any event prior to the starting time of the employee's work day. This notice may be waived if the employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

H. Effective July 1, 2006, an employee who works one full quarter (3 mos.) without taking any sick leave, shall be paid \$100.00 bonus on the first paycheck thereafter. This bonus shall be adjusted annually by the C.O.L. in the same manner as wages.

Sec. 2 Funeral Leave

An employee will be granted three (3) working days funeral leave, to make necessary arrangements and to attend the funeral of the employees spouse, parents, children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle or spouse's grandparents. An additional seven (7) calendar days of funeral leave will be granted in case of death of the employee's spouse, parents, children, mother-in-law and father-in-law. Not more than two (2) days of sick leave may be used as outlined above for additional funeral leave. Sick leave used for funeral leave as outlined above shall not count against an employee's sick leave bonus for the period in which the leave is taken.

Sec. 3 Maternity Leave (See 1 C above)

Sec. 4 Other Leaves of Absence

Leave without pay may be authorized up to ninety (90) consecutive calendar days by the department head. Employer will meet and confer with the Union prior to granting any such leave. An extension of such leave may be considered at the end of the period, based upon the circumstances at that time.

Sec. 5 FMLA Act of 1993 (See last page of contract for full explanation of Family Leave Act.)

ARTICLE X

JURY DUTY

Sec. 1 Any full-time employee selected for jury duty shall receive a paid leave of absence for the time he/she spends on such day. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage and expense.

Sec. 2 An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty by 12:00 noon is required to report to work the same afternoon, and night shift personnel shall report at the beginning of their shifts.

ARTICLE XI

COMPENSATION AND COST OF LIVING

Sec. 1 The regular rates of pay for each classification of employees are set forth in Appendix A, which is attached hereto and by this reference, made a part of hereof.

Sec. 2. A yearly cost of living adjustment based on the Dept. of Labor CPI for Urban Wage Earners and Clerical Workers (Midwest NonMetropolitan) for April preceding the beginning of each contract year. The yearly adjust will be no more than 6%, nor less than 3%. Increases will be computed on the Base wage scale for Grades IV, V, and VI. in Appendix A.

Sec. 3 Payment of wage increases as set out in the Agreement are subject to meeting wage and salary control guidelines in effect at the time of payment, and the Employer shall have no liability for any payments which might violate such wage, and salary control guidelines.

Sec. 4 When a Distribution or Service employee is scheduled to work a night shift for five (5) or more consecutive days, that employee shall be paid a shift differential of \$.25 per hour for those hours worked, between 4:00 P.M. and 8:00 A.M. the following day.

Sec. 5. For those working shifts at the Water Treatment Plant between 4:00 P.M. and 12:00 Midnight and week ends from 9:00 A.M. to 12:00 Midnight shall be paid a shift differential of \$.25 per hour. For shift overtime work a shift bonus shall not be paid, but the employee shall earn overtime at the appropriate rate.

ARTICLE XII

INSURANCE

Sec. 1. The Employer shall offer health, dental, and accident insurance coverage comparable to the policy in existence, for each full time employee. Comparable need not mean equivalent in coverage. Prior to any change in existing coverage the Employer agrees to meet with the Union. The final decision shall be at the sole discretion of the Employer. The Employer currently purchases insurance through the City and shall offer any insurance options made available.

Sec. 2. The Employer shall pay the full premium cost of employee single policy and Health Savings Account Single and Family policy. The employee shall pay 5% of the difference between single and employee-spouse, employee- dependent, and full family health only coverage for all other cafeteria coverage. The employee shall pay 5% of above premiums the second year of contract and 6% the third year of contract. Participation is based on the current Plan B of the City Cafeteria plan. The Employer shall pay the existing monthly premium to the employee, as set by the City of Newton for the "Opt Out" option.

Sec. 3 The employer will provide a \$25,000 life insurance with disability term policy for the employee. The employee may purchase additional life insurance on a voluntary basis. The limits currently set by the Life Insurance Co. are \$300,000 for the employee and spouse and \$5,000 for dependents.

Sec. 4 The Employer shall pay the full cost of Dental, Life, AD&D, Long Term Disability and Short Term Disability.

ARTICLE XIII

SENIORITY

Sec. 1 The term seniority means the employee's continuous service beginning with the last date of hire. Seniority shall be broken for any of the following reasons:

- a. Voluntary Quit
- b. Discharge for just cause
- c. Layoff for a period equal to the employee's seniority at time of such lay-off, limited to a maximum of two (2) years.

- d. Absence due to physical disability for a period equal to the employee's seniority at the commencement of such disability limited to a maximum of two (2) years. However, in the event that the absence is due to a compensable disability while in the employ of the City, the aforementioned maximum shall be increased if necessary to a period of thirty (30) days following the period used to calculate the statutory amount of compensation.
- e. Failure to return from a leave of absence on the expiration date of such leave.
- f. Absence for three (3) consecutive days without notice to the Department head regardless of cause, unless the employee is incapacitated as supported by physician's report.
- g. Failure to report as available for work following layoff within three (3) working days after receipt of notification of recall by certified mail, return receipt requested, sent to the last reported address of the employee. This may be extended to seven (7) days at the request of the employee, and additionally by mutual agreement between the City, employee and union.

Sec. 2. As of the effective date of this Agreement, the seniority lists shall show the seniority date of all employees who have completed their probationary period in the department.

Sec. 3. Seniority lists shall be based upon each individual department, such as Production (Treatment) and Distribution.

ARTICLE – XIV

LAYOFFS

Sec. 1. Layoff will be in accordance with seniority based upon ability and qualifications to perform the work within the individual department, as set out in Article – XII, Sec. 3.

ARTICLE – XV

JOB BIDDING

Sec. 1. Promotions of employees into the bargaining unit classifications in higher Labor Grades, or into classifications of the same Labor Grade as qualified below shall be accomplished in the following manner:

- a. When a permanent vacancy occurs due to the creation of a new classification, the termination of an employee, or the promotion of an employee to a higher Labor Grade, or to the same grade through this procedure the vacancy shall be posted on the bulletin board as provided herein for a period of at least five (5) days. Announcement of a decision will be made within one (1) week after the bid is closed.

- b. An employee who has completed his probationary employment desiring to be considered for such promotion shall sign his name to the bid and the senior employee who so qualifies, in all respects, in accordance with the terms of the bid, shall be assigned to the vacancy within a two (2) week period. The name of the unsuccessful bidder, shall at this time be struck from the bid and shall have no further effect.
- c. An employee obtaining a position in an equal Labor Grade through this procedure shall not be allowed to again exercise this bidding prerogative for a period of three (3) months.
- d. An employee who is accepted as the successful bidder on a classification and who within six (6) months fails to perform the duties in a satisfactory manner, or within thirty (30) days requests to return to his former job classification shall be returned to the classification from which he was transferred, in accordance with his seniority.
- e. In the event of (d) above, the bid which the disqualified employee failed to fulfill shall be cancelled and will again be posted by the Employer. Any successive bid which resulted from the original transfer of the aforementioned disqualified employee shall be transferred back to his previous classification in accordance with his seniority.

ARTICLE – XVI

GRIEVANCE PROCEDURE

Sec. 1. A grievance is defined as any dispute or disagreement arising between the parties as to the application, or interpretation of, or compliance with the terms of this Agreement. The Employer and the Union agree that every effort will be made to settle such grievance promptly, in the lowest step possible, as outlined below. All grievances must be made known to the other party within five (5) days after the aggrieved party could have had knowledge of the occurrence.

Sec. 2. The grievance procedure shall be as follows:

- Step 1. The grievance shall be presented in writing for discussion between the appropriate supervisor, the employee and (if request by the employee) the employee's steward or alternate, within five (5) working days after knowledge of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his answer to the aggrieved employee within three (3) working days after such conference. The failure of the supervisor to reply within said three (3) days shall be deemed a denial of grievance, which may then be appealed to the next step.
- Step 2. If such grievance is not resolved in Step 1. Aggrieved employee may appeal. The employee or his steward or alternate shall, within three (3) working days following completion of Step 1., present the grievance in writing to the department head or his designated representative. The grievance shall contain a statement from the employee specifying what remedy

or relief is desired. The department head or his representative shall investigate the grievance and issue a decision in writing within a period of five (5) working days. The failure of the department head or his representative to issue a written decision within said five (5) working days shall be deemed a denial of the grievance which may then be appealed to the next step. Copies of such grievance and the reply are to be filed with the WaterWorks manager.

Step 3. The employee can call a grievance meeting between the Employer's representatives and the Union representatives. Consisting of not more than three (3) members for each faction. The Union Committee will consist of one (1) Union employee selected by the Union membership. The Employer's committee shall not exceed three (3). This meeting must be called for within ten (10) days, after the Employer's written decision or the time decision could have been rendered, and must be held within twenty (20) days after that decision. If a satisfactory agreement is not reached by the grievance meeting, then, within ten (10) days, the Employer or the Union may call for the grievance to be placed before an Arbitration Board.

Sec. 4 The Arbitration Board will consist of one (1) representative of the Employer, one (1) representative of the Union, and a third neutral member chosen by a majority vote of the first two (2). The neutral member shall be chosen expeditiously and then the Board should move quickly toward a just settlement. Failure to agree on a neutral member within ten (10) working days following notice of appeal to arbitration, either party may request the Federal Mediation and Conciliation Service to name five (5) arbitrators. From this list the Union shall strike two (2), and the Employer shall strike two (2). The person whose name remains on the list shall be the designated arbitrator. The majority decision of the Board will be final and binding to both the Union and the Employer.

The Board's decision must be based upon the interpretation of the provisions of the agreement and it shall have no power to add to take from, amend, modify or alter this Agreement. It is agreed that the Board can act only on one grievance at one time, and they shall not be grouped or combined, unless mutually agreed to by both parties. Each party shall bear the expenses of preparing and presenting its case in arbitration. The cost of the impartial member shall be borne equally by the parties hereto.

ARTICLE - XVII

LICENSES, EDUCATION, FITNESS INCENTIVE

Sec. 1. The WaterWorks shall prepay all Certification license related courses, tests and C.E.U. training. Should the course work, test and C.E. U. training not be successfully completed, then the employee shall reimburse the employer for all educational and testing costs.

Sec. 2 The Employer shall reimburse the employee up to \$100.00 per fiscal year towards a membership in a fitness center or other health related class membership.

Sec. 3 The WaterWorks encourages employees to develop their career as water professionals. Upon approval by the Manager, the full cost of course tuition and books shall be reimbursed for job related coursework which is successfully completed. (C or better or Pass)

Sec. 4 The Employer shall pay the difference in cost between a commercial driver license and a regular driver's license, only when required by employer.

Sec. 5 Employees in the Distribution /Service Departments shall be eligible to train and test for Grade 1 Distribution license after two years of employment, and a Grade II after three years of employment. Adjustments will be made to existing pay rate upon obtaining State Distribution license.

ARTICLE - XVIII

HEALTH AND SAFETY

Sec. 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during hours of employment.

Sec. 2. The Union and the employee will extend their complete cooperation to the Employer in maintaining employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling State and Federal requirements relating thereto.

Sec. 3. Any employee operating a motor vehicle or other equipment shall immediately report any defect in said equipment, or the absence of any equipment or supplies in said equipment to the supervisor.

Sec. 4. Employees shall use equipment furnished by the Employer properly and shall return to the Employer any equipment issued to the employee at such time as the employment is terminated.

ARTICLE - XIX

WORK STOPPAGE

Sec. 1. Neither the Union nor the employees in the bargaining unit will institute, promote, sponsor, engage in or condone any strike, slowdown, work stoppage, or illegal picketing, or any other intentional interruption of the work of the Employer.

Sec. 2. In the event that any employee or group of employees covered by this Agreement shall during its term, participate or engage in any of the activities herein prohibited, the Union agrees immediately upon notification to the Union business representative, by the Employer to direct such employee or group of employees to cease such activities and resume work at once.

ARTICLE - XX

LIMITATIONS

Sec. 1. Should any portion of this Agreement be rendered invalid by State or Federal legislation or Court action, the remainder of the Agreement shall remain in full force and effect for the life of this Agreement.

Sec. 2. Special rules and limitations shall follow the Act and rules promulgated thereafter.

Effective 7/01/06

Union Wage Scale(Based on 3.9% Cost of Living Adjustment)

Pay Grade Classification		Start	6 mo.	1 yr.	2yr	3 yr	4 yr
IV/V	Distribution Service	\$ 15.27	\$ 15.75	\$ 16.28	\$ 16.71	\$ 17.80	\$ 19.67
	Grade 1 Distribution						\$.30 over base
	Grade II Distribution						\$.30 over Grade I
VI	Plant Operator Base	\$ 15.27	\$ 15.75	\$ 16.28	\$ 16.71	\$ 17.80	\$ 19.67
	Grade II Plant Operator Liscense						\$.60 over Base
	Grade III Plant Operator Liscense						\$.15 over Grade II
	Grade IV Plant Operator Liscense						\$.15 over Grade III
	Well Maintenance Liscense						\$.15 over Grade III

ARTICLE IX Section 5. Family and Medical Leave Act of 1993 (from page 6)

a. Eligible employees shall be provided up to 12 weeks of unpaid job protected leave per year for the following reasons:

1. To care for the employee's child after birth or placement for adoption or foster care.
2. To care for the employee's spouse, son, or daughter, or parent who has a serious health condition.
3. For a serious health condition that makes the employee unable to perform the employee's job.

b. For purposes of the Family and Medical Leave Act, eligible employees shall be those who have worked at least 1,250 hours during the 12 months immediately preceding the start of the leave.

c. In all cases, applicable paid leave shall be substituted for unpaid leave except that employees may retain 40 hours of vacation and or 40 hours of sick leave, whichever is applicable.

d. For purposes of the FMLA, a year shall be defined as a rolling 12 month period of time measured backward from the first date of the leave.

e. The employee must provide 30 days advance notice when the leave is foreseeable. When unforeseeable, notice shall be reasonable and practicable.

f. The employer may require medical certification to support a request for leave because of a serious health condition. A fitness for duty certification shall be required prior to return to work. Second or third options shall be at the employer's expense.

g. The employee's health coverage shall be maintained by the employer during the leave.

h. Upon return from the leave, the employee shall be restored to his/her original or equivalent position with equivalent pay, benefits, and other employment terms. There shall be no loss of any employment benefit accrual prior to the start of the leave.

i. Administration of the FMLA shall be in accordance with applicable Federal regulations.